Professional Services Agreement for Post-Closure Monitoring Services at the Town of Lake Pleasant Landfill

2025

Adirondack Landfill Services, LLC

Geoffrey May
65 Cumberland Avenue
Plattsburgh, NY 12901

Phone 518-534-3994
AdirondackLandfillServices@yahoo.com

Intent

Adirondack Landfill Services, LLC (ALS) will provide various post-closure environmental monitoring services to the Town of Lake Pleasant as set forth in this agreement. These services are necessary to fulfill the requirements of the New York State Department of Environmental Conservation (NYSDEC) as specified in 6NYCRR Part 360 Regulations and more specifically outlined in the "Post Closure Monitoring and Maintenance Report" prepared by Civrotech Engineering P.C. and dated September 22, 2000 and the Post Closure Monitoring II Variance prepared by ALS and approved by NYSDEC on March 2, 2016. Under this variance, 4 monitoring wells require sampling and the sampling of the two surface water locations was discontinued. A further modification to the post closure program was approved May 7, 2020. This modification reduces sampling to one annual Fall event, suspends future baseline sampling, and eliminates future sampling of well MW-7. *In 2025, one routine monitoring event (Fall) will sample three wells.*

Scope of Services

ALS will provide groundwater sampling, laboratory analysis, quarterly site inspections, and preparation of written reports for submittal to the Town of Lake Pleasant and NYSDEC.

1) Sampling of 3 groundwater wells to consist of gauging initial water levels within wells, purging of groundwater wells, obtaining a representative water sample, collecting field measurements (pH, temperature, conductivity, redox potential, turbidity) and shipment of samples to the laboratory for analysis.
2) Laboratory Analysis by a NYSDEC/NYSDOH certified laboratory with the capability of providing NYSDEC-ASP Category A (Routine) and B (Baseline) deliverables will be utilized throughout the project.
3) Site Inspection to include cover system, gas venting system, storm water management and associated items.
4) Report preparation and submittal summarizing sampling and analytical results, gas survey, and site inspection. Three copies will be prepared for each monitoring event; one each will be submitted to the Town of Lake Pleasant and NYSDEC, and the third will be retained by ALS as a confidential file copy.
5) Additional Services, as mutually agreed upon by ALS and the Town of Lake Pleasant, will be provided by ALS and include such services as performance of additional sampling/analysis not outlined above, maintenance of monitoring wells, attendance at meetings and any other services not specifically outlined herein. Travel time required as part of any additional services will be billable at the hourly rate.

Costs for Services

Summary of fees:

Routine event (Fall)	$ 2625
Additional Services (if any)	$ 65/hour

Length of Agreement

This agreement will become effective when signed by both parties and will end no later than January 31, 2026.

Terms and Conditions

1) Services: ALS, acting as an independent consultant agrees to provide the services detailed above for the sole benefit and exclusive use of the Town of Lake Pleasant.
2) Terms of Payment: ALS will invoice the Town of Lake Pleasant following each monitoring event. The Town of Lake Pleasant agrees to pay ALS within 30 days of receipt of ALS's invoice. Furthermore, the Town of Lake Pleasant agrees to pay a service charge of 1.5% per month or the allowable legal rate on the amount past due. ALS may suspend services, until paid, if payment is not received by ALS within 60 days of receipt of invoice by the Town of Lake Pleasant. Receipt of the invoice by the Town of Lake Pleasant will be presumed to be three days after mailing by ALS with proper first class postage attached. Checks will be made payable to "Adirondack Landfill Services, LLC" and mailed to 65 Cumberland Ave., Plattsburgh, New York 12901.
3) Termination: Either party may terminate this agreement without cause upon 30 days written notice. In the event the Town of Lake Pleasant requests termination and thereby interrupts on going services provided by ALS, the Town of Lake Pleasant agrees to pay ALS for all reasonable charges incurred to date and associated with termination of the work.
4) Claims: The Town of Lake Pleasant and ALS agree to attempt to resolve any dispute without resort to litigation. In the event a claim results in litigation and the claimant does not prevail, then the claimant shall pay all costs incurred in defending the claim including attorney's fees.
5) Documents: ALS will maintain as confidential any documents provided by the Town of Lake Pleasant and will not release the same without permission from the Town of Lake Pleasant unless compelled by law. ALS will furnish the Town of Lake Pleasant with one copy of each written report and one copy of any supporting documents. ALS will submit one copy of each written report to NYSDEC. All copies are for the exclusive internal use of the Town of Lake Pleasant and for regulatory submittal. ALS will retain a confidential file copy of any written report and supporting documents. The Town of Lake Pleasant agrees

that all documents provided by ALS, if not paid for, will be returned immediately upon written demand and that the content of same will not be used for any purpose whatsoever. All documents generated under this agreement will remain the sole property of ALS. The Town of Lake Pleasant shall provide documents and information deemed necessary by ALS to perform services outlined in this agreement and ALS may retain one confidential file copy of same.

6) Agreement: This agreement constitutes the entire Agreement between The Town of Lake Pleasant and ALS and cannot be changed except by written instrument signed by both parties. This agreement does not create a partnership relationship. This agreement will govern over all forms of writings that may be issued by the Town of Lake Pleasant and signed by ALS as a matter of convenience (e.g. work order, purchase orders, etc.). Should any provision of this Agreement be found unenforceable under law, the remaining provisions shall continue with full force. This Agreement shall be governed in all respects by the laws of the State of New York.
7) On Site Operations: The Town of Lake Pleasant will provide ALS or it's subcontractors right of entry to the property for purposes of performing the services outlined herein. ALS and its subcontractors engaged in the sampling and monitoring activities at the Town of Lake Pleasant Landfill will conduct themselves in a manner that is consistent with the professional nature of the work of this Agreement. ALS will not be liable for damage to or injury arising from damage to subsurface pipes, geotextiles, utilities, etc. which are not called to ALS's attention or not correctly located on plans furnished by the Town of Lake Pleasant. ALS will take all reasonable precautions to minimize damage to property including gas vents, geotextiles, monitoring wells etc. during the performance of services outlined herein. ALS will not be responsible for damages to property that become apparent in the performance services provided but are the result of improper installation or maintenance, age and weather related deterioration, etc. ALS will promptly report any damages to the Town of Lake Pleasant. ALS does not assume responsibility for the site or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment.
8) Insurance: ALS will at all times during the term of this Agreement procure and maintain Comprehensive Liability Insurance in the amount of not less than $1,000,000 per occurrence for bodily injury, death and property damage and Worker Compensation and disability insurance as required by law, if any. ALS will provide written proof of such insurance to the Town of Lake Pleasant at the time of execution of this Agreement, and whenever such insurance coverages are renewed during the course of this Agreement.

Acceptance

It is the intent of this agreement that ALS provide sampling, analysis and data reporting services to the Town of Lake Pleasant as set forth herein and that the undersigned acknowledges that he/she has full authority to act for, in the name of, and on behalf of the Town of Lake Pleasant and that he/she has read in full and accepts the conditions set forth in this agreement.

For the Town of Lake Pleasant:

Name (print) Betsy A. Bain Title Supervisor

Signature Betsy A Bain Date March 3, 2025

Address PO Box 799 Lake Pleasant NY 12108

Phone (518)-548-3625 Ext. 3 Fax (518)-548-3028

For Adirondack Landfill Services, LLC:

Name (print) Geoffrey May Title Principal

Signature Geoffrey May Date 2-18-2025

Address 65 Cumberland Ave. Plattsburgh, NY 12901

Phone 518-534-3994 Fax none